

RECORDATION NO. 6690- **FILED** **AAAAA**
AAAAA
AAA

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N W
SUITE 301
WASHINGTON, DC

JAN 05 '12 -4 00 PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL
URBAN A LESTER

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

January 5, 2012

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien (Amtrak Trust 98-C), dated as of January 5, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Grantor:	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
Secured Party:	Federal Railroad Administration 400 Seventh Street SW Washington, DC 20590
Owner Trustee:	U.S. Bank National Association 225 Franklin Street Boston, MA 02110
Indenture Trustee:	Manufacturers and Traders Trust Company 25 South Charles Street Baltimore, MD 21201

Chief, Section of Administration
January 5, 2012
Page 2

A description of the railroad equipment covered by the enclosed document is:

6 Superliner railcars AMTK 34116, 34135, 39013, 39015, 39020 and 39042 TERMINATED and 6 Superliner railcars AMTK 31004, 31003, 32043, 32064, 32049 and 32029 ADDED to the Security Agreement.

A short summary of the document to appear in the index is:

Termination and Release of Lien (Amtrak Trust 98-C).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

**TERMINATION AND RELEASE OF LIEN
 (AMTRAK TRUST 98-C)**

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 98-C) dated as of January 5, 2012 (this "**Agreement**"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "**Administrator**"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "**Secretary**"), the National Railroad Passenger Corporation ("**Amtrak**"), U.S. Bank National Association, not in its individual capacity but solely as Owner Trustee (the "**Lessor**"), and Manufacturers and Traders Trust Company, as Indenture Trustee (the "**Indenture Trustee**").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "**FRA Security Agreement**"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock owned by Amtrak, including rolling stock acquired by Amtrak after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, Lessor and Amtrak entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 98-C) dated as of September 15, 1998, and that certain Lease Supplement No. 1 (Amtrak Trust 98-C), dated September 29, 1998 (as modified, amended and supplemented to the date hereof, the "**Lease**"; and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in the Lease).

WHEREAS, Amtrak desires to replace the Units described in Schedule 1 attached hereto (the "**Replaced Units**") with the railroad passenger cars described in Schedule 2 attached hereto (the "**Replacement Units**").

WHEREAS, it is a condition to Lessor's and Indenture Trustee's agreement to permit such substitution that, among other things, title to the Replacement Units be transferred from Amtrak to Lessor free and clear of any and all Liens including, without limitation, the Administrator's Lien under the FRA Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. All right, title and interest of the Administrator in and to the Replacement Units is hereby terminated and released.

2. The Administrator represents, warrants and agrees that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it or the Secretary is now subject, (b) the Administrator has full authority to terminate and release all of its right, title and interest in and to the Replacement Units, and (c) this Agreement constitutes the legal and valid

obligation and contract of the Administrator and the Secretary, and effectively terminates and releases all of its right, title and interest in and to the Replacement Units.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Lessor or the Indenture Trustee by operation of law including, but not limited to, title 49 U.S.C. §11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. The terms of this Agreement and all rights and obligations hereunder shall be governed by the law of the District of Columbia without regard to conflicts or choice of law provisions.

7. This Agreement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Termination and Release of Lien (Amtrak Trust 98-C)]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: 
Name: Joseph C. Szabo
Title: Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Dale M. Stein
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, not
in its individual capacity, but solely as Owner
Trustee

By: _____
Name: _____
Title: _____

**MANUFACTURERS AND TRADERS
TRUST COMPANY**, as Indenture Trustee

By: _____
Name: _____
Title: _____

[Termination and Release of Lien (Amtrak Trust 98-C)]

DISTRICT OF)
COLUMBIA) ss.:
)

On this 4 day of January, 2012, before me personally appeared JOSEPH C. SZABO, to me personally known, who being by me duly sworn, says that he is the ADMINISTRATOR of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

Tiffany McAlpine
Notary Public

My Commission Expires: 10-31-16



[Termination and Release of Lien (Amtrak Trust 98-C)]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name: Joseph C. Szabo
Title: Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

By: Dale M. Stein
Name: Dale M. Stein
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, not
in its individual capacity, but solely as Owner
Trustee

By: _____
Name:
Title:

MANUFACTURERS AND TRADERS TRUST COMPANY, as Indenture Trustee

By: _____
Name:
Title:

[Termination and Release of Lien (Amtrak Trust 98-C)]

DISTRICT OF

)

) ss.:

COLUMBIA

)

On this 4 day of January, 2012 before me personally appeared DALE M. STEIN, to me personally known, who being by me duly sworn, says that he is TREASURER of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Anna K. Szczepanska
Notary Public

My Commission Expires: April 14, 2014

ANNA K. SZCZEPANSKA
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 14, 2014

[Termination and Release of Lien (Amtrak Trust 98-C)]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name: Joseph C. Szabo
Title: Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Dale M. Stein
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, not
in its individual capacity, but solely as Owner
Trustee

By: Michelle Pross
Name: Michelle Pross
Title: Vice President

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee**

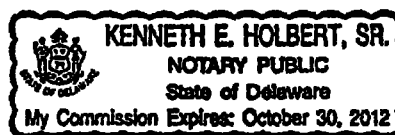
By: _____
Name:
Title:

STATE OF Delaware)
COUNTY OF New Castle) ss.:

On this 21 day of Dec., 2011, before me personally appeared Nicole Pore, to me personally known, who being by me duly sworn, says that he/she is the Vice President of U.S. BANK NATIONAL ASSOCIATION, who acknowledged himself/herself to be a duly authorized officer of said national banking association and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Kenneth E. Holbert, Sr.
Notary Public

My Commission Expires: 10/30/2012



[Termination and Release of Lien (Amtrak Trust 98-C)]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name: Joseph C. Szabo
Title: Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Dale M. Stein
Title: Treasurer

**U.S. BANK NATIONAL ASSOCIATION, not
in its individual capacity, but solely as Owner
Trustee**

By: _____
Name: _____
Title: _____

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee**

By: Artis Cummings
Name: Artis Cummings
Title: Banking officer

[Termination and Release of Lien (Amtrak Trust 98-C)]

STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this 23rd day of December, 2011, before me personally appeared ARTIS CUMMINGS, to me personally known, who being by me duly sworn, says that she is a BANKING OFFICER of MANUFACTURERS AND TRADERS TRUST COMPANY, that said instrument was signed on behalf of said company by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public

My Commission Expires: April 4, 2014

SCHEDULE 1 TO
TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACED UNITS

Description	Amtrak Equipment Number
Superliner II Coach Car	34116
Superliner II Coach Car	34135
Superliner II Transition Dorm Car	39013
Superliner II Transition Dorm Car	39015
Superliner II Transition Dorm Car	39020
Superliner II Transition Dorm Car	39042

SCHEDULE 2 TO
TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACEMENT UNITS

Description	Amtrak Equipment Number	Replaced Unit (Amtrak Equipment Number)
Superliner I Coach Car	31004	34116
Superliner I Coach Car	31003	34135
Superliner I Transition Dorm Car	32043	39013
Superliner I Transition Dorm Car	32064	39015
Superliner I Transition Dorm Car	32049	39020
Superliner I Transition Dorm Car	32029	39042

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: 1/5/12

Edward M Luria
Edward M Luria